**IN THE UNITED STATES DISTRICT COURT**
**FOR THE EASTERN DISTRICT OF TENNESSEE**
**AT KNOXVILLE**

| | | |
|---|---|---|
| **Ronald A. Brandon** | ) | |
| | ) | |
| **Plaintiff,** | ) | |
| | ) | |
| **v.** | ) | Civil Action No.: __________ |
| | ) | |
| **Financial Accounts Services Team, Inc.** | ) | |
| | ) | |
| | ) | Jury Trial Demanded |
| | ) | |
| **Defendant.** | ) | |

# COMPLAINT

## I. INTRODUCTION

1. This action arises out of Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.* ("FDCPA"), in its illegal efforts to collect a consumer debt.

## II. JURISDICTION AND VENUE

2. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and pursuant to 15 U.S.C. § 1692k(d).

3. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendant transacts business here.

## III. PARTIES

4. Plaintiff Ronald A. Brandon (hereinafter "Plaintiff") is a natural person who resides in Knox County, Tennessee, and is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).

5. Defendant Financial Accounts Services Team, Inc. (hereinafter "Defendant FAST") is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6) and is a for-profit corporation

organized in Tennessee, that maintains Daniel F. McGehee, PO Box 13, Knoxville, TN 37901, as its registered agent for service of process.

## IV. FACTUAL ALLEGATIONS

6. Defendant FAST has alleged that Plaintiff incurred an obligation to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family or household purposes and is therefore a "debt" as that term is defined by 15 U.S.C. § 1692a(5), namely, a repair bill for a transmission replacement for plaintiff's personal vehicle that was originally owed to Kahului Trucking & Storage, that went into default in approximately October 1998, and which is allegedly owed in the approximate amount of $3,968.50.

7. The debt was allegedly sold to Maui Collection Service, Inc. (hereinafter "Maui Collection") in approximately 2002.

8. The debt was consigned, placed or otherwise transferred to Defendant FAST for collection from Plaintiff in approximately November 2002.

9. The time period for reporting the debt as delinquent on Plaintiff's credit report expired no later than December 31, 2006. See 15 U.S.C. § 1681c(c)(1).

***Plaintiff's February 1, 2008 Correspondence to Equifax and Defendant FAST***

10. In approximately January 2008, Plaintiff obtained a copy of his credit report from Equifax which showed that Defendant FAST was reporting to Equifax that the date of first delinquency for the debt was September 2002.

11. On or about February 1, 2008, Plaintiff sent a letter by certified mail to Equifax and Defendant FAST that disputed the correct date of first delinquency was November 2002 and requested that both the incorrect information on Plaintiff's Equifax credit report showing the

date of first delinquency as November 2002 and the statement that this information would remain on Plaintiff's credit report until January 2009, be removed.

12. Plaintiff included with his letter to Defendant FAST a copy of a July 7, 2000 statement from Maui Collection which showed that the debt was delinquent at that time.

13. On or about February 19, 2008 Plaintiff received written notification from Equifax that the incorrect date of first delinquency on the debt of September 2002 had been verified by Defendant FAST as correct.

14. Plaintiff never received any response to his request from Defendant FAST.

***Plaintiff's April 29, 2008 Correspondence to Defendant FAST***

15. On or about April 29, 2008, Plaintiff sent a letter to Defendant FAST by certified mail regarding his February 1, 2008 dispute and request regarding the incorrect information being reported by Defendant FAST to Equifax.

16. With this letter, Plaintiff enclosed copies of documents that supported his claim that the information being reported by Defendant FAST to Equifax was incorrect and again asked that the incorrect information be removed from Plaintiff's Equifax credit file.

17. Defendant FAST never responded to Plaintiff's second request to remove the incorrect information.

***Plaintiff's May 15, 2008 Credit Report***

18. On or about May 15, 2008, Plaintiff obtained a copy of his Equifax credit report which showed that Defendant FAST was still reporting the debt to Equifax.

19. The reporting of this debt to Equifax by Defendant FAST was a "communication" in an attempt to collect a debt as that term is defined by 15 U.S.C. § 1692a(2). *See Riveria v. Bank One*, 145 F.R.D. 614 (D. P.R. 1993); *accord Blanks v. Ford Motor Credit*, 2005 WL 43981,

at *3 (N.D. Tex. Jan. 7, 2005) (communicating information to credit reporting agency is a communication in connection with the collection of a debt); *Akalwadi v. Risk Mgmt. Alternatives, Inc.*, 336 F. Supp. 2d 492, 503 n.4 (D. Md. 2004) (reporting debt is "in connection with" debt collection); *Sullivan v. Equifax*, 2002 WL 799856, 2002 U.S. Dist. LEXIS 7884, at *15, (E.D. Pa. April 19, 2002) (reporting a debt is a powerful collection tool); *Ditty v. Checkrite, Ltd.*, 973 F. Supp. 1320, 1331 (D. Utah 1997) (reporting bad check information to others is designed to give collector additional leverage over debtor); *In re Sommersdorf*, 139 B.R. 700, 701 (Bankr. S.D. Ohio 1991).

20. This communication by Defendant FAST to Equifax was (a) the use of a false, deceptive and misleading representation or means in connection with the collection of the debt, (b) the false representation of the legal status of the debt, (c) the communicating of credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed, (d) the use of a false representation or deceptive means to collect or attempt to collect the debt, and (e) the use of an unfair means to collect or attempt to collect the debt, in violation of 15 U.S.C. § 1692e, 1692e(2)(A), 1692e(8), 1692e(10), and 1692f, amongst others.

***Plaintiff's September 11, 2008 Credit Report***

21. On or about November 13, 2008, Plaintiff obtained a copy of his Equifax credit report which showed that Defendant FAST was still reporting the debt to Equifax.

22. The reporting of this debt to Equifax by Defendant FAST was a "communication" in an attempt to collect a debt as that term is defined by 15 U.S.C. § 1692a(2). See citations in paragraph 19 above.

23. This communication by Defendant FAST to Equifax was (a) the use of a false, deceptive and misleading representation or means in connection with the collection of the debt, (b) the false representation of the legal status of the debt, (c) the communicating of credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed, (d) the use of a false representation or deceptive means to collect or attempt to collect the debt, and (e) the use of an unfair means to collect or attempt to collect the debt, in violation of 15 U.S.C. § 1692e, 1692e(2)(A), 1692e(8), 1692e(10), and 1692f, amongst others.

***Plaintiff's November 13, 2008 Credit Report***

24. On or about November 13, 2008, Plaintiff obtained a copy of his Equifax credit report which showed that Defendant FAST was still reporting the debt to Equifax.

25. The reporting of this debt to Equifax by Defendant FAST was a "communication" in an attempt to collect a debt as that term is defined by 15 U.S.C. § 1692a(2). See citations in paragraph 19 above.

26. This communication by Defendant FAST to Equifax was (a) the use of a false, deceptive and misleading representation or means in connection with the collection of the debt, (b) the false representation of the legal status of the debt, (c) the communicating of credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed, (d) the use of a false representation or deceptive means to collect or attempt to collect the debt, and (e) the use of an unfair means to collect or attempt to collect the debt, in violation of 15 U.S.C. § 1692e, 1692e(2)(A), 1692e(8), 1692e(10), and 1692f, amongst others.

### *Plaintiff's December 28, 2008 Credit Report*

27. On or about December 28, 2008, Plaintiff obtained a copy of his Equifax credit report which showed that Defendant FAST was still reporting the debt to Equifax.

28. The reporting of this debt to Equifax by Defendant FAST was a "communication" in an attempt to collect a debt as that term is defined by 15 U.S.C. § 1692a(2). See citations in paragraph 19 above.

29. This communication by Defendant FAST to Equifax was (a) the use of a false, deceptive and misleading representation or means in connection with the collection of the debt, (b) the false representation of the legal status of the debt, (c) the communicating of credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed, (d) the use of a false representation or deceptive means to collect or attempt to collect the debt, and (e) the use of an unfair means to collect or attempt to collect the debt, in violation of 15 U.S.C. § 1692e, 1692e(2)(A), 1692e(8), 1692e(10), and 1692f, amongst others.

### *Summary*

30. The above-detailed conduct by Defendant, including, but not limited to continuing to report a debt beyond the time allowed after the first delinquency, incorrectly reporting the date of delinquency or date the account was opened, and failing to report that the debt was disputed, are false, misleading, and unfair communications, acts, omissions, and/or practices used by Defendant in illegally attempting to collect a debt from Plaintiff in violation of numerous and multiple provisions of the FDCPA including, but not limited to the above-cited provisions of the FDCPA.

31. Plaintiff has suffered actual damages as a result of these illegal collection communications, acts, omissions, and/or practices by Defendant in the form of emotional distress caused by anger, anxiety, fear, frustration, and upset, amongst other negative emotions.

## V. TRIAL BY JURY

32. Plaintiff is entitled to and hereby respectfully demands a trial by jury. US Const. amend. 7. Fed.R.Civ.P. 38.

## VI. CAUSES OF ACTION

### COUNT I.

### VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

### 15 U.S.C. §§ 1692 *et seq.*

33. Plaintiff incorporates by reference all of the above paragraphs as though fully stated herein.

34. The foregoing acts and omissions of Defendant constitute numerous and multiple violations of the FDCPA including, but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. §§ 1692 *et seq.*, with respect to Plaintiff.

35. As a result of Defendant' violations of the FDCPA, Plaintiff is entitled to actual damages pursuant to 15 U.S.C. § 1692k(a)(1), in an amount to be determined at trial by a jury, but not less than $15,000.00; statutory damages in the amount of $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendant.

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff prays that judgment be entered against Defendant:

**COUNT I.**

**VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

**15 U.S.C. § 1692 et seq.**

- for an award of actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against Defendant and for Plaintiff, in an amount to be determined at trial by a jury, but not less than $15,000.00;
- for an award of statutory damages of $1,000.00 pursuant to 15 U.S.C. §1692k(a)(2)(A) against Defendant and for Plaintiff;
- for an award of costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3) against Defendant and for Plaintiff; and
- for such other and further relief as may be just and proper.

04/10/09

Respectfully submitted,

**RONALD A. BRANDON**

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## VERIFICATION OF COMPLAINT AND CERTIFICATION

**STATE OF TENNESSEE )**
**COUNTY OF Knox )**

Plaintiff Ronald A. Brandon, having first been duly sworn and upon oath, deposes and says as follows:

1. I am a Plaintiff in this civil proceeding.

2. I have read the above-entitled civil Complaint prepared by my attorney and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.

3. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.

4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.

5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.

6. Each and every exhibit I have provided to my attorneys which has been attached to this Complaint is a true and correct copy of the original.

7. Except for clearly indicated redactions made by my attorneys where appropriate, I have not altered, changed, modified, or fabricated these exhibits, except that some of the attached exhibits may contain some of my own handwritten notations.

Date: 03-20-09

By: [signature]
Ronald A. Brandon

Subscribed and sworn to before me this 20 day of March 2009.

[signature: Melissa M. Ayers]
Notary Public
Exp 8-29-12

MELISSA AYERS STATE OF TENNESSEE NOTARY PUBLIC KNOX COUNTY